REVENUE SECRETARIAT.

Notification No. Fl. 4361—*Ex.* 64-25-5, *dated* 3*rd February* 1926.

Tenders are hereby invited for the exclusive privilege of establishing Bonded Depots at the localities specified in Appendix III and of transporting thereto arrack from the Bangalore Government Central Distillery *under bond*, and thereat distributing it to the respective arrack shop-keepers attached to the said Depots during the next three years beginning with the 1st of July 1926 and ending with the 30th of June 1929.

2. The privilege for which tenders are now invited will be conceded subject to the conditions specified in Appendices (I) and (II) (hereto annexed) and the rules published under Notification No. R. 5961—Ex. 107-18-3, dated 20th November 1919, and the Excise Laws and Rules now in force, or which may, from time to time be passed by Government, or issued by the Excise Commissioner in virtue of the powers delegated to him.

3. The quantity of arrack conveyed from the Government Central Distillery to each Bonded Depot during the last three years is mentioned in Appendix III. No quantity is however guaranteed for transport to the contractor who is bound by actual requirements (be the same more or less than the quantity carried in any previous year). The right of transporting Special Liquors, Denatured spirits and Rectified spirits is not included in the contract as the licensees will be permitted to take their supplies from the distillery direct.

4. Tenderers must specify the lowest rate of remuneration, for fifty gallons of arrack to be carried from the distillery, at which they would take up the contract. They must specify one rate for the Bangalore City Depots and another rate for the Depots in all the other places. The rates, thus tendered and accepted by Government, shall be the rates at which remuneration shall be calculated on the actual quantity carried in each case and be payable to the successful tenderer who shall be called, "Government Contractor for the carriage of arrack to Bonded Depots," during the currency of the contract granted under this notification. The contract will include the carriage of requisite supplies of ganja to the several Taluk Treasuries from the Government Central Distillery for which no separate remuneration will be given.

5. Each tender must be accompanied by a deposit of Rs. 100 for the Bangalore City Depots and Rs. 500 for the mofussil Depots specified in Appendix III and enclosed in a cover superscribed with the words "Tender for the exclusive privilege of establishing Bonded Depots, and of carrying arrack thereto from the Bangalore Government Central Distillery and distributing the same to the retail shops" and must be sent to the Excise Commissioner at Bangalore so as to reach him before noon on Tuesday the 16th March 1926, after which date no tender will be received. The tenders will be opened by the Excise Commissioner at his office at 12 o'clock noon on the 16th March 1926, in the presence of such of the applicants as may be present. The final disposal of the tenders will rest, subject to the approval of Government, with the Excise Commissioner who reserves to himself full power to reject any or all of the tenders without assigning any reason, as well as to accept separate tenders for supply to the Bangalore City Depots and for supply to the rest of the State. The deposits made by the applicants whose tenders are rejected will be returned to them by the Excise Commissioner.

6. The applicant whose tender may be accepted shall, within eight days of the acceptance of his tender being communicated to him, deposit at the State Huzur Treasury, Bangalore, a further sum in cash or in approved Government Securities of equivalent value duly endorsed in favour of the Dewan of Mysore for the time being, to make up with the deposits previously made a sum of Rs. 2,000 for the Bangalore City Depots and Rs. 13,000 for the aforesaid mofussil Depots, and shall execute an agreement in the prescribed appended Forms (I) for the Bangalore City Depots, and (II) for the said mofussil Depots on proper stamps, binding himself to conform to the conditions therein set forth; and if he fails to execute the agreement in proper form or refuses to sign th agreement, or to make the deposit required, the deposit already made will be forfeited to Government, and the contract otherwise disposed of.

7. No tender proposing any modification of any of the terms of this notification wil be considered.

APPENDIX I.

FORM OF CONTRACT BOND TO BE EXECUTED BY THE GOVERNMENT CONTRACTOR FOR CARRIAGE OF ARRACK TO THE BANGALORE CITY BONDED DEPOTS.

WHEREAS I, , have been granted by the Government of His Highness the Maharaja of Mysore for the period of three years beginning with the 1st of July 1926 and ending with the 30th of June 1929, the right of conveying arrack from the Central Distillery *under bond* to the Depot or Depots in the City of Bangalore, in quantities sufficient to meet the

demand of the shops dependent on such Depot or Depots and whereas the said Goventernm has agreed to pay me the remuneration hereinafter described, I, the said for myself, my heirs, legal representatives, and assigns, hereby agree and bind myself to all the terms and conditions hereinafter set forth :—

(1) that I shall bind myself to transport arrack in strong and sound casks and will not use those rejected by the Distillery Officer ;

(2) that I hold myself responsible to Government for the correct delivery from the Bonded Depots of the requisite supplies of arrack at 35° under-proof or at any other strength prescribed by Government, from time to time, to the licensed shop-keepers on production of Treasury receipts in proof of pre-payment of duty and price of such arrack, the price of proof liquor, if any, used for the adjustment of weak liquor in the Depots being borne by me ;

(3) that in special cases sanctioned by the Deputy Commissioner, I shall be bound to carry the requisite supply of arrack to any altered locality of the existing Depots provided the expenses to me are not likely to be greater than supplying the present Depots ;

(4) that it will be open to the Excise Commissioner to close any Depot during the period of the contract as being superfluous for the time being ;

(5) that I shall be bound to carry the requisite supplies of ganja to the Taluk Treasury for issue to licensed vendors of the drug ;

(6) that as remuneration for my contract, the Government shall pay me each month an amount calculated at the rate of for every gallon of arrack conveyed by me from the Distillery in the previous month provided that in the first week the quantity actually delivered at the Depots before the close of the previous month shall be paid for and the balance later between the 15th and 20th. Government shall allow me no wastage under any circumstances whatsoever nor shall any separate remuneration be claimed for the ganja carried by me ;

(7) that the usual establishment and other requirements as may be prescribed by the Excise Commissioner for such Depots and the house rent thereof shall be paid for by myself ;

(8) that I shall be bound to obtain from each Depot Mutsaddi appointed by me a Mutchalika, and produce the same for inspection of the Excise Commissioner whenever required by him. Such Mutchalika shall be in such form as may be approved by the Excise Commissioner for safe-guarding the interests of Government ;

(9) that the establishment at the depot shall keep such accounts and be furnished with and use such seals for sealing the sample bottle and the bulk of liquor issued to shop-keepers and that I shall be bound to maintain and keep in tact such gallon and other measures as may be prescribed by the Excise Commissioner ;

(10) that the establishment shall be under the control and orders of myself, and I shall regard them as my servants ;

(11) that I shall conform to the Excise Laws and Rules now in force, and which may from time to time come into force and also to such rules of practice as may be prescribed by the Excise Commissioner ;

(12) that for the due fulfilment of the terms of this contract, I hereby deposit in the State Huzur Treasury, Bangalore, the sum of rupees two thousand in cash or approved Government Securities of equivalent value duly endorsed in favour of the Dewan of Mysore ;

(13) that I equally with the Depot-keepers shall be bound by the conditions of the Depot license ;

(14) that I shall be bound to dismiss or transfer any of my servants on the requisition of the Excise Commissioner or the Deputy Commissioner of the District in which they may be employed, whenever transfers of an individual Mutsaddi from or to a place are deemed desirable or necessary in Government interests, and I shall appoint satisfactory men in place of dismissed men without delay and that I shall not, without the previous sanction of the Excise Commissioner post Depot Mutsaddies once dismissed for bad behaviour, etc., to other places.

(15) that I shall be bound to make good the loss accruing to Government and the shop-keepers by short stock or no stock in the said Depots or by my neglect or carelessness in not conveying the necessary supplies of arrack or ganja to the Depot or the Taluk Office respectively in due time ;

(16) that in the event of my default in keeping adequate stock in the Bonded Depot it shall be open to Government to permit licensees of shops to take supplies of arrack direct from the Government Central Distillery and that this will not absolve me from my responsibility for meeting any losses to Government or

the shop-keepers under clause (15) and that the amount of compensation payable by me in such cases to Government and the licensees will be fixed by the Excise Commissioner whose decision will be binding on me subject to an appeal to Government only;

(17) that the liability of the arrack manufacturing contractors ceases on delivery by them of arrack to me at the distillery, and of the Distillery Officer on delivery of the ganja consignments at the said place, all further liability or responsibility to account for the whole quantity of such arrack, and ganja thenceforth, shall rest with me, and any diminution from any cause whatever (Acts of God, *vis major* and the State's enemies, excepted), shall be made good by me at the prevailing rate of duty and price per gallon of arrack of 35° under-proof and per seer of 80 tolas of ganja respectively;

(18) that at the beginning of the contract, I shall be bound to buy from Government, and at the termination of the contract, I shall be bound to sell to the incoming contractor or to Government as the case may be, the stock of casks used in the transport of arrack, gallon pots and other articles in the Bonded Depots for the price that may be fixed by the Excise Commissioner;

(19) that in case of any breach of the laws and rules or of the aforesaid conditions or in case of any attempt at fraud by my servants, agents, or employees, it shall be competent to the Deputy Commissioner to impose upon them, or for the Excise Commissioner to impose upon myself in the event of my neglect, a fine not exceeding Rs. 50 for every such breach or neglect, or, at the option of the Excise Commissioner to declare the money deposited by me forfeited, and to cancel the contract with the previous sanction of Government. In the event of my contract being cancelled, I shall be bound to make good any loss that might accrue to Government for the remaining period of my contract, by any subsequent disposal of the contract, and shall not be entitled to participate in any profit that might accrue to Government by such disposal. In the event of the transport business being managed by Government *amani*, I shall be bound to place at the disposal of Government, on terms fixed by the Excise Commissioner my entire stock of casks and other requisites supplied and kept in the Depot;

(20) that it shall be competent to the Excise Commissioner subject to the sanction of Government to deduct at the end of each half-year from the bills of remuneration due to me any amounts that may be due to Government or to the shop licensees under any of the terms of this contract. If the amount is not recovered in one half-year, it may be recovered later during the term of the contract;

(21) that the imposition of a fine or the forfeiture of the deposit, or the cancelment of the contract, shall not be held to prevent prosecution for any offence committed under any law for the time being in force;

(22) that this contract shall not be transferable except with the consent of the Excise Commissioner subject to the approval of Government;

23) that I shall be bound to open Depots in buildings approved of by the Deputy Commissioner of the District concerned and where Government buildings are made available for use as Depots, to use them, paying such rent as may be charged by the Deputy Commissioner. I shall be bound to pay the rent due for each month for Government buildings before the close of the following month and produce a voucher in support of such payment and in case of my failure to do so in any month it will be open to the Excise Commissioner to withhold from my remuneration bill for the latter month the amount for which voucher has not been produced until I make the payment and produce the voucher. In case the Deputy Commissioner condemns a private building used by me for a Depot and selects another, I shall be bound to take it up and locate the Depot in it; and

(24) that all sums due by me to Government under this contract shall be recoverable as arrears of land revenue.

In witness whereof I, , hereunto set my hand and seal this day of 192

Sealed, signed and delivered in the presence of us :—

Witnesses :—

1.

APPENDIX II.

FORM OF CONTRACT BOND TO BE EXECUTED BY THE GOVERNMENT CONTRACTOR FOR CARRIAGE OF ARRACK TO MOFUSSIL BONDED DEPOTS.

WHEREAS I, , have been granted by the Government of His Highness the Maharaja of Mysore, for the period of three years beginning with the 1st of July 1926, and ending with the 30th of June 1929, the right of conveying arrack from the Central Distillery *under bond* to the various Depots in the districts of Bangalore, Kolar, Tumkur, Mysore, Hassan, Kadur, Shimoga and Chitaldrug, in quantities sufficient to meet the demand of the retail shops dependent on such Depots, and whereas the said Government, has agreed to pay me the remuneration hereinafter described, I, the said for myself, my heirs, legal representatives and assigns hereby agree and bind myself to all the terms and conditions hereinafter set forth :—

(1) that I shall bind myself to transport arrack in strong and sound casks in such manner as may be prescribed by the Excise Commissioner from time to time;

(2) that I hold myself responsible to Government for the correct delivery from the Bonded Depots of the requisite supplies of arrack at 35° under proof or at any other strength prescribed by Government from time to time, subject to such margin for evaporation as may be prescribed by the Excise Commissioner to the various licensed shop-keepers, on production of Treasury receipts in proof of prepayment of duty and price of such arrack, the price of proof liquor, if any, used for adjustment of weak liquor in the Depots being borne by me;

(3) that in special cases sanctioned by the Deputy Commissioner at the instance of any shop-keepers, I shall be bound to open new Depots in any tract and to carry the requisite supply of arrack to such new Depots or to any altered locality of the existing Depots, provided the expense to me is not likely to be greater than maintaining and supplying present Depots;

(4) that it is open to the Excise Commissioner to close any Depot during the period of the contract as being superflous for the time being or to order that any particular shop should be supplied with liquor from any other Depot than the one to which the shop is attached;

(5) that I shall be bound to carry the requisite supply of ganja to the Taluk Treasuries in the State for issue to licensed vendors of the drug;

(6) that as remuneration for my contract, the Government shall pay me each month an amount calculated at the rate of annas for every gallon of arrack conveyed by me from the distillery in the previous month; provided that in the first week the quantity actually delivered at the Depots before the close of the previous month shall be paid for and the balance later between the 15th and the 20th. Government shall also allow me actual wastage at a rate not exceeding 1·5 per cent on the quantity of arrack removed by me from the distillery, until actual delivery of the liquors to the shop-keepers at the Depots;

(7) that at the end of each half-year, the duty and price on the quantity booked as wastage in excess of the margin allowed will be made good to Government by me;

(8) that no separate remuneration shall be claimed for the ganja conveyed by me;

(9) that the usual establishment required for such Depots and other requirements as may be prescribed by the Excise Commissioner and the house rent thereof shall be paid for by myself;

(10) that I shall be bound to obtain from each Depot Mutsaddi appointed by me a Mutchalika, and produce the same for inspection of the Excise Commissioner whenever required by him. Such Mutchalika shall be in such form as may be approved by the Excise Commissioner for safe-guarding the interests of Government. Provided that Government will be at liberty to take the management of the Depot or Depots during the term of the lease, and place the Depots in charge of Mutsaddis appointed by or under the orders of the Deputy Commissioners, in which case, so much of the charges incurred by Government on account of such Depot or Depots will be paid by me, by deduction from my monthly remuneration bill;

(11) that the establishment at such Depots shall keep such accounts and be furnished with and use such seals for sealing the sample bottle and the bulk of liquor issued to shop-keepers and that I shall be bound to maintain and keep intact

such gallon and other measures as may be prescribed by the Excise Commissioner;

(12) that the establishment shall be under the control and orders of myself, and I shall regard them as my servants;

(13) that I shall conform to the Excise Laws and Rules now in force, and which may from time to time be issued by Government, and also to such rules of practice as may be prescribed by the Excise Commissioner;

(14) that for the due fulfilment of the terms of this contract, I hereby deposit in the State Huzur Treasury, Bangalore, the sum of rupees thirteen thousand in cash or approved Government Securities of equivalent value duly endorsed in favour of the Dewan of Mysore;

(15) that I equally with the Depot-keepers shall be bound by the conditions of the Depot license;

(16) that I shall be bound to dismiss or transfer any of my servants on the requisition of the Excise Commissioner or the Deputy Commissioner of the District in which they may be employed, whenever transfers of an individual Mutsaddi from or to a place are deemed desirable or necessary in Government interests, and I shall appoint satisfactory men in place of dismissed men without delay; and that I shall not, without the previous sanction of the Excise Commissioner, post Depot Mutsaddis once dismissed for bad behaviour, etc., to other places;

(17) that I shall be bound to make good the loss accruing to the Government and the shop-keepers by short stock or no stock in the said Depots or by my neglect or carelessness in not conveying the necessary supplies of arrack or ganja to the Depots or the Taluk Offices respectively in due time;

(18) that in the event of my default in keeping adequate stock in the Bonded [illegible] it shall be open to Government to permit licensees of shops to take supplies of arrack direct from the Government Central Distillery and that this will not absolve me from my responsibility for meeting any losses to Government or to shop-keepers under clause (17), that the amount of compensation payable in such cases to Government and the licensees will be fixed by the Excise Commissioner whose decision shall be binding on me subject to an appeal to Government only;

(19) that as the liability of the arrack manufacturing contractors ceases on delivery by them of arrack to me at the Distillery and of the Distillery Officer on delivery of the ganja consignments at the said place, all further liability or responsibility to account for the whole quantity of such arrack and ganja thenceforth, shall rest with me, and any diminution from any cause whatever (Acts of God, *vis major* and the State's enemies excepted) shall be made good by me at the prevailing rate of duty and price per gallon of arrack of 35° under-proof, and proportionately for the higher or lower strength and per seer of 80 tolas of ganja, respectively;

(20) that at the beginning of the contract, I shall be bound to buy from Government and at the termination of the contract I shall be bound to sell to the incoming contractor or Government as the case may be, the stock of casks used in the transport of arrack, gallon pots and other articles in the Bonded Depots for the price that may be fixed by the Excise Commissioner;

(21) that in case of any breach of the laws and rules or of the aforesaid conditions or in case of any attempt at fraud by my servants, agents, or employees, it shall be competent to the Deputy Commissioner to impose upon them, or for the Excise Commissioner to impose upon myself in the event of my neglect, a fine not exceeding Rs. 50 for every such breach or neglect, or, at the option of the Excise Commissioner to declare the money deposited by me forfeited; and to cancel the contract with the previous sanction of Government. In the event of my contract being cancelled, I shall be bound to make good any loss that might accrue to Government for the remaining period of my contract, by any subsequent disposal of the contract, and shall not be entitled to participate in any profit that might accrue to Government by such disposal. In the event of the transport business being managed by Government *amani*, I shall be bound to place at the disposal of Government, on terms, fixed by the Excise Commissioner my entire stock of casks and other requisites supplied and kept in the Depots;

(22) that it shall be competent for the Excise Commissioner, subject to the sanction of Government, to deduct at the end of each half-year from the bills of remuneration due to me any amount that may be due to Government or to the

shop licensees under any of the terms of this contract. If the amount is not recovered in one half-year it may be recovered later during the term of the contract;

(23) that the imposition of a fine, or the forfeiture of the deposit, or the cancelment of the contract, shall not be held to prevent prosecution for any offence committed under any law for the time being in force;

(24) that this contract shall not be transferable except with the consent of the Excise Commissioner subject to the approval of Government.

(25) that I shall be bound to open Depots in buildings approved of by the Deputy Commissioner of the District concerned and where Government buildings are made available for use as Depots, to use them, paying such rent as may be charged by the Deputy Commissioner. I shall be bound to pay the rent due for each month for Government building before the close of the following month and produce a voucher in support of such payment, and in case of my failure to do so in any month it will be open to the Excise Commissioner to withhold from my remuneration bill for the latter month the amount for which voucher has not been produced until I make the payment and produce the voucher. In case the Deputy Commissioner condemns a private building used by me for a Depot, and selects another, I shall be bound to take it up and locate the Depot in it; and

(26) that all sums due by me to Government under this contract shall be recoverable as arrears of land revenue.

In witness thereof I, hereunto set my hand and seal this day of 192

Sealed and signed and delivered in the presence of us:—

Witnesses:—

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APPENDIX III.

Statement showing the localities of Bonded Depots and the quantity of arrack issued from the Central Distillery during the past three years:—

Taluk	Locality where Bonded Depot now exists or should be established	Number of separate shops dependent on each Depot	Quantity of arrack issued from the Distillery to Bonded Depots during		
			1922-23	1923-24	1924-25
			Gallons	Gallons	Gallons
Bangalore ..	Bangalore City Depot ..	Bangalore City .. 8	61,628	54,240	52,835
	Bangalore Taluk ..	Bangalore Taluk .. 12	14,456	8,464	8,732
Anekal ..	Anekal ..	Anekal .. 10	2,354	2,132	2,170
Hoskote ..	Hoskote ..	Hoskote .. 19	7,393	5,819	5,211
Devanhalli ..	Devanhalli ..	Devanhalli .. 10	4,562	3,843	2,895
Dodballapur ..	Dodballapur ..	Dodballapur .. 5	2,069	2,041	1,652
Nelamangala ..	Nelamangala ..	Nelamangala .. 7	1,708	1,174	1,301
Magadi ..	Magadi ..	Magadi .. 9	1,738	1,567	1,613
Channapatna ..	Channapatna ..	Channapatna .. 11	2,643	2,542	2,134
Kankanhalli ..	Kankanhalli ..	Kankanhalli .. 12	2,472	1,862	2,295
		Total ..	1,01,023	83,675	80,838
Kolar ..	Kolar ..	Kolar .. 14	5,794	4,141	3,244
Malur ..	Malur ..	Malur .. 13	3,098	2,297	1,844
Bowringpet ..	Bowringpet ..	Bowringpet .. 16	21,188	16,276	10,941
Mulbagal ..	Mulbagal ..	Mulbagal .. 8	1,388	1,268	1,091
Srinivasapur ..	Srinivasapur ..	Srinivasapur .. 11	1,914	1,796	1,496
Chintamani ..	Chintamani ..	Chintamani .. 10	4,016	4,255	3,251
Chikballapur ..	Chikballapur ..	Chikballapur .. 6	4,120	4,126	3,389
Sidlaghatta ..	Sidlaghatta ..	Sidalghatta .. 11	3,252	2,651	1,963
Goribidnur ..	Goribidnur ..	Goribidnur .. 7	1,235	1,206	1,125
Bagepalli ..	Bagepalli ..	Bagepalli .. 10	1,334	1,083	908
	Lathapalya ..	Do .. 5	1,444	1,079	680
		Total ..	48,778	40,638	29,932

Statement showing the localities of Bonded Depots, etc.—*concld.*

Taluk	Locality where Bonded Depot now exists or should be established	Number of separate shop dependent on each Depot		Quantity of arrack issued from the Distillery to Bonded Depots during		
				1922-23	1923-24	1924-25
				Gallons	Gallons	Gallons
Tumkur	Tumkur	Tumkur	7	2,118	1,933	2,159
Maddagiri	Maddagiri	Maddagiri	4	670	583	392
Chiknayakanhalli	Chiknayakanhalli	Chiknayakanhalli	2	677	604	698
Sira	Sira	Sira	7	1,047	1,079	1,163
Gubbi	Gubbi	Gubbi	4	781	596	679
Tiptur	Tiptur	Tiptur	6	2,077	1,976	2,052
Pavagada	Pavagada	Pavagada	4	753	662	646
Kunigal	Kunigal	Kunigal	2	891	736	654
		Total	..	8,986	8,173	8,434
Mysore	Mysore	Mysore	6	23,448	29,583	28,755
Yedatore	Yedatore	Yedatore	..	1,044	1,119	1,097
Hunsur	Hunsur	Hunsur	4	1,446	1,287	1,632
Heggaddevankote	Heggaddevankote	Heggaddevankote	4	948	766	389
Chamrajnagar	Chamrajnagar	Chamrajnagar	..	1,439	1,312	1,442
		Yelandur	..			
T.-Narsipur	T.-Narsipur	T.-Narsipur	6	1,759	1,289	1,416
Seringapatam	Seringapatam	Seringapatam	8	3,914	4,394	4,203
Maddya	Mandya	Mandya	4	1,383	1,210	1,092
Malvalli	Malvalli	Malvalli	7	2,104	1,484	1,294
Nagamangala	Nagamangala	Nagamangala	2	414	453	657
Nanjangud	Nanjangud	Nanjangud	1	1,337	989	1,012
		Gundlupet	2			
		Total	..	39,235	43,841	43,025
Tarikere	Tarikere	Tarikere	8	4,816	4,470	4,808
		Kadur	3			
Koppa	Koppa	Koppa	20	6,048	5,785	6,392
		Narasimharajapura	5			
	Sringeri	Koppa	6	2,520	2,309	2,135
Chikmagalur	Chikmagalur	Chikmagalur	21	7,830	8,642	11,272
Mudgere	Mudgere	Mudgere	8	4,381	4,359	5,113
		Total	..	25,595	25,565	29,030
Hassan	Hassan	Hassan	7	2,688	2,993	3,159
		Channarayapatna	2			
Saklespur	Saklespur	Saklespur	10	3,490	5,011	4,290
Belur	Belur	Belur	6	2,539	2,532	2,305
Arsikere	Arsikere	Arsikere	4	2,652	2,483	2,544
Hole-Narsipur	Hole-Narsipur	Hole-Narsipur	1	1,859	2,001	2,766
		Arkalgud	3			
		Total	..	13,228	14,880	15,066
Shimoga	Shimoga	Shimoga	27	9,495	9,056	11,231
Channagiri	Channagiri	Channagiri	7	1,622	1,601	2,000
Honnali	Honnali	Honnali	18	3,884	3,048	3,521
Shikarpur	Shikarpur	Shikarpur	16	2,668	2,226	3,315
Sorab	Sorab	Sorab	17	2,574	3,263	4,270
Sagar	Sagar	Sagar	20	3,931	3,655	4,325
Nagar	Nagar	Nagar	15	1,905	1,591	1,997
Tirthahalli	Tirthahalli	Tirthahalli	27	6,623	6,599	7,307
		Total	..	32,702	31,042	37,972
Chitaldrug	Chitaldrug	Chitaldrug	5	2,826	2,440	2,602
		Hiriyur	3			
		Challakere	2			
Holalkere	Holalkere	Holalkere	2	1,311	1,541	1,738
		Hosdurga	2			
Davangere	Davangere	Davangere	10	5,437	5,569	6,442
		Jagalur	..			
Molakalmuru	Molakalmuru	Molakalmuru	6	868	1,187	799
		Total	..	10,242	10,737	11,083
		Grand Total	..	2,79,791	2,58,552	2,55,971

No. Fl. 4362—*Ex.* 52-25-17, *dated* 3*rd February* 1926.

Tenders in the form hereto appended are hereby invited for the exclusive privilege of the *Manufacture of Arrack and other Country Spirits* for supply to the territories of Mysore, for a period of three years from 1st July 1926 to 30th June 1929.

2. The contract for the Civil and Military Station of Bangalore is included in this contract with the permission of the Hon'ble the Resident in Mysore.

3. The privilege for which tenders are now invited will be conceded, subject to the conditions specified in para 8 of this notification and to the Excise Laws passed by the Government and the rules in force in Mysore and to the Excise Law in force for the time being within the Civil and Military Station of Bangalore.

4. The quantity of arrack required is estimated at about 25,000 gallons a month, the quantity actually issued from the Bangalore Central Distillery in the year 1924-25 having been 3,47,456 gallons. No quantity is, however, guaranteed to the manufacturer, who is bound by actual requirements, be the same more or less than the estimated quantity.

5. Tenderers must specify the lowest rate per gallon of 35° U. P. separately for sugarcane jaggory arrack, and for molasses arrack as also per gallon of the marginally noted kinds of liquors, at which they offer to supply during the whole period of the contract. They should also quote rates separately for bottling in quart and pint bottles and for packing the marginally noted kinds of liquors.

1. Brandy	20° U. P.
2. Whisky	,,
3. Gin	,,
4. Rum	,,
5. Milk punch	,,
6. Bottled Jaggory Arrack	35° U. P.
7. Rectified Spirit ..	60° O. P.
8. Proof Liquor ..	———
9. Denatured Spirits ..	60° O. P.
10. D. D. Rum ..	25° U. P.

6. Each tender must be accompanied by a deposit of Rs. 5,000 in cash or in Government securities, of equivalent value, duly endorsed in favour of "The Dewan of Mysore," and enclosed in a cover superscribed with the words "Tender for the exclusive privilege of the Manufacture of Country Spirits," and must be sent to the Excise Commissioner at Bangalore, so as to reach him before noon on Tuesday the 16th March 1926, after which date no tender will be received. The tenders will be opened by the Excise Commissioner at his office in Bangalore at 12 o'clock noon on the 16th March 1926, in the presence of such of the applicants as may be present. The final disposal of tenders will rest with the Government, who reserve to themselves full power to reject any or all of the tenders without assigning any reason. The deposits made by the applicants whose tenders are rejected will be returned to them on their application.

7. The applicant whose tender may be finally accepted by the Government, shall, within eight days of the acceptance of his tender being communicated to him, deposit at the State Huzur Treasury, Bangalore, a further sum in cash, or Government securities which shall be accepted at the market value, duly endorsed in favour of "The Dewan of Mysore," to make up with the deposit previously made, the sum of Fifty Thousand Rupees, and shall execute an agreement in the form prescribed on proper stamp, offering as additional security all his apparatus, stock and block in the Distillery, and binding himself to conform to the conditions hereinafter set forth, and if he fails or refuses to either make the deposit or sign the agreement required within such period, the deposit already made by him will be forfeited to Government, and the contract otherwise disposed of.

8. The contract for which tenders are now invited shall be subject to the following conditions, namely:—

(1) The contractor shall manufacture arrack and other country spirits within the enclosure of the Government Central Distillery, near Bangalore, or at such other place as may be approved by Government. For the use of the Distillery buildings near Bangalore and also for the arrangements existing in connection with the water supply, the contractor shall pay such rent to Government as may be fixed by the Chief Engineer from time to time, which will include the interest and depreciation charges for the installation of electric lights made to the distillery building. The rent at present is Rs. 1,156 per mensem.

(2) Such improvement or addition to the said buildings, or water supply or electric lighting and power as may be approved by Government will be carried out at Government cost subject to the payment by the contractor of such additional rent or rate as may be fixed by Government, and such repairs to the distillery buildings and channels as may be pointed out by the Executive Engineer shall also be promptly executed by the contractor provided the annual cost of such repairs does not exceed Rs. 50.

(3) The recurring monthly charges consisting of the cost of the electric power consumed and depreciation charges at 5 per cent of the initial cost shall be borne by Government and the contractor, in the proportion of 1 to 2 for the portions of the buildings in the occupation of each until a separate meter is provided for the consumption of power in the portion occupied by Government, (*viz.*, the Resident Inspector's quarters, the ganja warehouse and the Guard Room), when the cost of the power consumed will be borne by each. The cost of the renewal of lamps, bulbs, etc., shall be borne by the contractor in the portion of the building occupied by him.

(4) The contractor shall keep in store at the Central Distillery, ordinarily a supply of ordinary arrack sufficient for a month's consumption (35,000 gallons) and never less than 25,000 gallons (of admissible spirits) in terms of 35° U. P. and also a month's supply of other kinds of liquors.

(5) The spirits manufactured shall be of good quality and Hesaraghatta filtered water or distilled water shall be invariably used at the distillery under the supervision of the Distillery Officer for reducing spirits to the authorised strength. Hesaraghatta filtered water shall be supplied by Government and will be under the control of the Distillery Officer. Its use is limited to the reduction of the spirits only. The articles used in distilling will be approved by the said officer. No ingredients obnoxious to health will be used in distilling or put into the arrack or other country spirits or special liquors whether before or after they are manufactured. The spirits manufactured shall not be adulterated or diluted save by the addition of Hesaraghatta or distilled water, as the case may be, for the purpose of reducing the strength to the authorised degree.

(6) In outlying tracts where, owing to small consumption or other causes, there is reason to suspect illicit distillation, Government will be at liberty to establish outstills after giving the manufacturers the first refusal of so doing. Government may also permit any person or persons to distil or purchase elsewhere alcohol for industrial or medicinal purposes, if the contractor is unable to supply the same at the same price as that charged in the adjoining British Indian Provinces.

(7) The contractor shall issue at the Government Central Distillery to the Senior Government Officer in charge thereof, such quantity of arrack and other kinds of country spirits as may be indented for by him for supply, (i) to such Bonded Depots as Government may from time to time establish and maintain within the State, (ii) to such other places or persons or institutions as may be directed by the Excise Commissioner, and (iii) to the Government Excise Warehouse in the Civil and Military Station, Bangalore, in compliance with indents received from the Superintendent of Excise, Civil and Military Station, Bangalore.

(8) Arrack supplied to the Civil and Military Station, Bangalore, will not be paid for in advance, but once in a fortnight on receipt of bills from the contractor to be submitted to the Collector, Civil and Military Station, through the Superintendent of Excise. In the case of issues made to the State, the Distillery Officer will issue a cheque on the Officer in charge, State Huzur Treasury, Bangalore, to the contractor and in his favor for the value of arrack and other country spirits, if any, issued.

(9) The contractor will supply at the Distillery special liquors, and other kinds of bottled liquors, *viz.*, jaggory arrack, denatured spirits and rectified spirits on the indents received from the respective licensees and recover the value thereof from the parties direct. The cost of carriage on bottled liquors will be payable by the shopkeepers themselves.

(10) Should the contractor be permitted with the approval of Government at any time during the tenure of his contract, to supply country spirits manufactured in the Central Distillery to Coorg, or any other place outside the limits of the Mysore State, such proportionate cost towards the Distillery Establishment as may be fixed by the Excise Commissioner shall be paid by the contractor.

(11) The bulk of the arrack required shall always be of the ordinary sort, *i.e.*, sugar-cane jaggory or molasses arrack and the contractor shall be bound to supply such arrack at such strength and in such quantities as may be prescribed by the Excise Commissioner; and the rates to be paid shall be calculated proportionately upon the prices of 35° U. P. If to meet the demand for the quantity of molasses arrack prescribed under this clause by the Excise Commissioner, the contractor shall supply sugar-cane jaggory arrack, he will not ordinarily be entitled to claim the higher rate prescribed for jaggory arrack. When, however, the contractor is unable to supply the molasses arrack at any time on account of causes beyond his control and is obliged to supply jaggory arrack instead, he may submit a representation for payment at the higher rate payable for the latter and any such representation will receive due consideration, and the orders of Government fixing the rate shall be final. When arrack is supplied to Bonded Depots at a strength stronger than 35° U. P., payment will be made as if the strength of the arrack was 35° U. P.

(12) The contractor is also bound to manufacture and supply to the licensees special liquors, rectified spirits and other kinds in bottles (more or less) of 8½ drams (6 bottles to a gallon) or pints (12 bottles to a gallon). Except when otherwise required, the bottles containing liquors shall be duly corked and sealed and shall also be labelled so as to notify the price of the bottle if required. These should be delivered duly packed in deal wood cases, wired and nailed, as may be ordered by the Excise Commissioner. No bottling or packing charges shall be claimed when supply is made in bulk or in bottles (produced by the licensed shop keepers).

(13) The contractor shall always keep an adequate supply of such bottles and packing materials, failing which he will be held responsible for any loss that may accrue to Government and to the licensees and shall also be liable to a penalty not exceeding Rs. 100 for each day's deficiency.

(14) The manufacturer shall have no interest in the retail vend of any country spirits, nor shall he employ as agent or in other capacity in the distillery any such persons having such interests.

(15) The contractor shall submit for the approval of the Excise Commissioner, the names of persons employed by him as Manager and Distillers in the distillery and no person not thus approved shall be permitted to act in these capacities. He will be bound to remove at once, if so ordered, any of his employees whose conduct is found to be suspicious, or who is drunk, or riotous or is in illicit possession of liquor.

(16) The contractor should keep the premises of the Distillery always clean and in sanitary condition. He should make his own arrangements for cleaning the premises and removing the ashes from the boiler and the broken bottles, etc., from the Distillery every day.

(17) The contractor, his agent and employees shall be bound to conform to the provisions of the Excise Laws and Rules for the time being in force or which may hereafter be enacted from time to time in the State of Mysore and in the Civil and Military Station of Bangalore; and he shall see that all his employees give full effect to them.

(18) The outgoing contractor shall give, and the incoming contractor shall take over, any arrack or other country spirits and special liquors not exceeding a month's supply which may remain as stock in hand on the last day of the expiring contract, the latter paying the former for the same, such value as may be fixed by the Excise Commissioner.

(19) Should the incoming contractor or the Excise Commissioner so require by at least one week's previous notice in writing, the outgoing contactor shall cease preparing "wash" during the last month of his expiring contract and vacate the building so as to admit of the incoming contractor commencing operations. Should no notice be given, the outgoing contractor may continue distilling till the end of his contract after which further distillation by him must cease. The incoming manufacturer shall issue arrack and other country spirits and other special liquors from the distillery to the Bonded Depots, if so required by the Excise Commissioner in sufficient time (not exceeding two weeks prior to the commencement of his contract) to have his supplies ready in all Bonded Depots for issue from the 1st July of the year of his contract.

(20) The outgoing contractor shall sell and the incoming contractor shall buy all apparatus and stock and block belonging to the former at the Government Central Distillery near Bangalore, for a fair and equitable price fixed by the Excise Commissioner, calculating the original cost and deducting therefrom such portion of it on account of depreciation as may be considered reasonable and adding the cost of permanent improvements. The cost of permanent improvements during the period of contract will be such as may be fixed by the Excise Commissioner. The Excise Commissioner will also fix the method of calculating depreciation of machinery and the percentage of depreciation. His decision in respect of fixing the cost shall be final The present valuation will be notified separately. The last valuation was Rs. 1,11,650-3-6.

(21) Improvements of a permanent nature shall be retained and shall not be disturbed except with the approval of the Executive Engineer, Bangalore Division.

(22) In case of breach of any of the above conditions, Government will be at liberty to cancel the contract and to declare the deposit made by the contractor and all his apparatus and stock and block forfeited and also to recover from the defaulting contractor such further loss as may be occasioned by such breach.

(23) The contract shall not be transferable except with the approval of the Government of Mysore.

(24) Government reserve to themselves the power of altering the rates of duty and price, it being distinctly understood that the contractor shall not be entitled to claim any compensation for loss on account of such alteration. Government may also, during the currency of the contract, make alterations in the strength of liquors to be supplied either in regard to the whole contract area or any part thereof, when the rates originally agreed upon will be proportionately altered.

(25) All sums due by the contractor to Government under this contract shall be recoverable as arrears of land revenue.

By Order,
B. SRINIVASA IYENGAR,
Secretary to Government,
Revenue Department.

APPENDIX I.

Table showing the particulars of spirits issued from the Government Central Distillery during the past three years.

Kind of liquors	1922-23	1923-24	1924-25
	Gallons	Gallons	Gallons
Molasses arrack—State	2,79,791	2,58,552	2,55,971
Do C. & M. Station ...	80,425	80,085	73,972
Jaggery arrack	2,899	3,570	4,641
Special liquors—State	9,463	7,959	8,746
Do (D. D. Rum) C. & M. Station ...	1,908	1,488	1,020
Proof spirit ——	142	68	85
Rectified spirits—State	2,354	2,438	2,228
Do C. & M. Station ...	64	36	26
Methylated spirits—State ...	1,285	1,081	767
Do C. & M. Station ...	.....	.....	.....
Total ...	3,78,331	3,55,277	3,47,456

APPENDIX II.

FORM OF TENDER.

To

The Excise Commissioner in Mysore, Bangalore.

Sir,

With reference to the Government Notification No. Fl. , dated published in the *Mysore Gazette*, I beg to tender for the exclusive privilege of the *manufacture of arrack and other country spirits* for the Territories of Mysore and the Civil and Military Station, Bangalore, for a period of three years from 1st July 1926, to 30th June 1929, subject to the terms and conditions specified in the notification above quoted.

2. I hereby offer to manufacture and supply for the entire period of the contract arrack of the strength of 35° under-proof and special liquors of 20° U. P. and other spirits as per particulars below :—

Arrack.	Rate per gallon of 35° under proof Rs. a. p.
Molasses arrack	
Sugar-cane jaggery arrack	

Special liquors		Rate per gallon Rs. a. p.	Bottling charges per gallon: Quarts	Bottling charges per gallon: Pints	Packing charges per gallon
Brandy ...	20° U. P.				
Whisky	,,				
Gin	,,				
Rum	,,				
Milk punch	,,				
Proof spirit	——				
Rectified spirits ...	60° O. P.				
Denatured spirits } Sugar-cane jaggory } ...	60° O. P.				
Arrack in bottles ...	35° U. P.				
D. D. Rum ...	25° U. P.				

3. I enclose.....for Rs. 5,000 as required by para 6 o the said notification.

I beg to remain,

Sir,

Your most obedient servant.